

**WASHINGTON STATE PARKS & RECREATION COMMISSION  
PARTNERSHIPS AND COMMUNITY SERVICE CENTER**

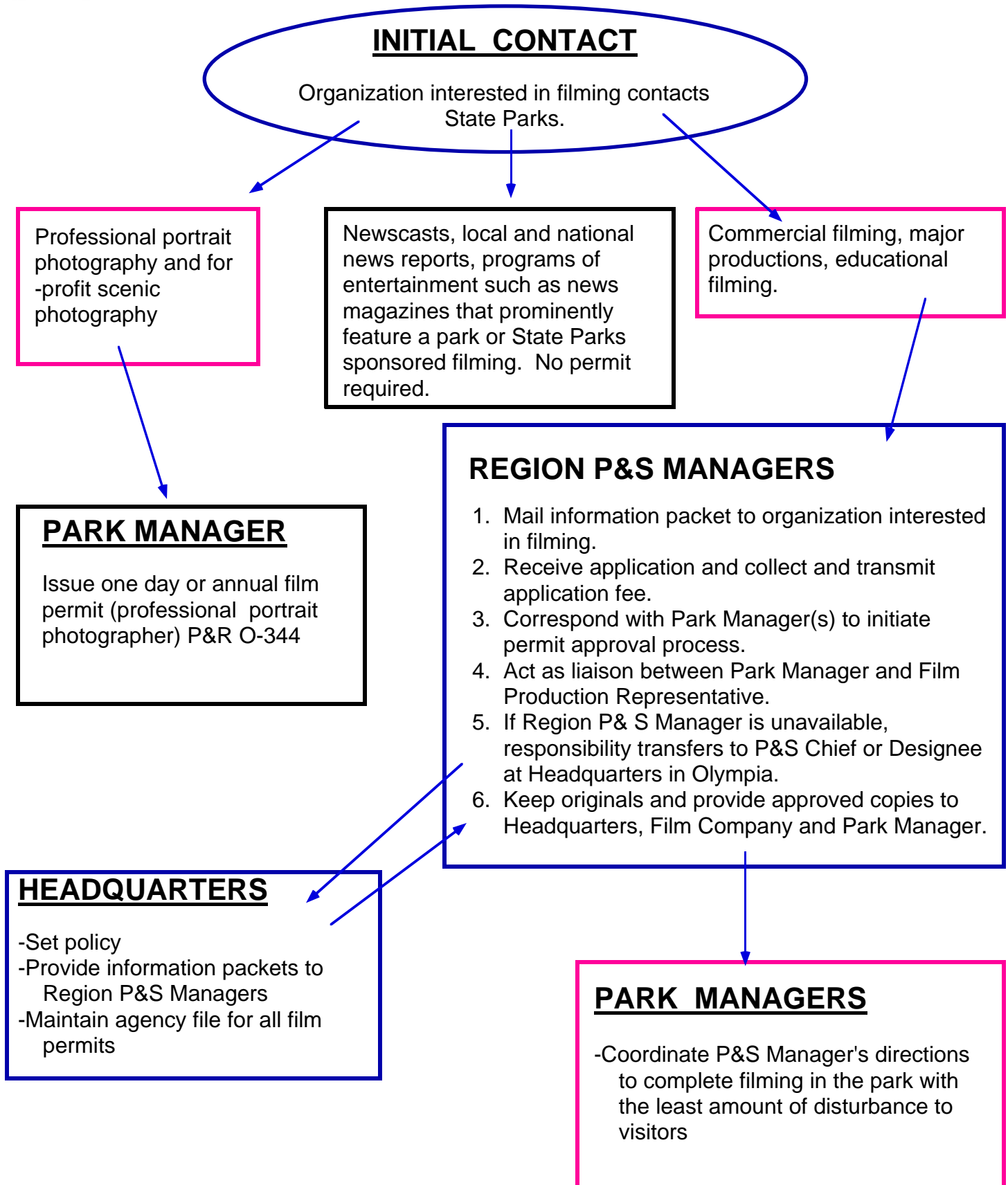
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## **FILM PERMIT PACKAGE**



## FLOW CHART FOR FILM PERMIT RESPONSIBILITIES IN STATE PARKS





## FILMING CATEGORIES AND DEFINITIONS

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### Scenic Photographer:

Individual taking still photos for a personal enterprise.



### Professional Portrait Photographer:

Individual producing product for pay. May have an assistant.

Still portrait photos with scenic background

Still photo/video recording of special events, primarily weddings



### Commercial Filming: Advertisement promoting a product, item, idea or event.

A company producing an advertising product for pay from a business, company, or corporation OR a company (such as The Bon Marche, REI) producing its own advertisement for its products. Local or national.

Still photo/video/film



### Major Productions: The product tells a story.

A company producing a product for its own financial benefit.

TV Movie/Episode

Feature Films

Specialty Films/Videos



### Educational:

A company producing educational information programs for presentation on Public Supported Television. Generally have a limited budget.

(exam., Bill Nye, The Science Guy)



Local/National News Reports/Programs of an entertainment nature rather than current, breaking news. (exam., Entertainment Tonight)



### Newscasts:

Current news events



## FILMING IN STATE PARKS GUIDELINES FOR PARK MANAGERS

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Establishing clear communications from the beginning and identifying specific requirements, policies, and restrictions are necessary to the success of the project.

1. The Region Programs and Services (P&S) Manager will provide information packets to prospective film production companies and provide Park Managers with copies of approved applications for their final approval.
2. Initial **contact** from the film production company is generally made **by a location scout or location manager**. This person is often hired locally by the film company, but may also be from out of state. Their credentials can generally be confirmed through the Washington State Film Office at 206/956-3200.
3. **Determine nature of the project** and how your location will be used. You can ask to read the segment of script involving your park.

Arrange for a walk-through with the director or production manager to determine exact sites desired for the filming, where equipment and vehicles will need to be positioned or parked. Ask questions: Will there be smoke, fire, gunshots, or any other effects? Any alterations needed for filming? If animals used, what accommodations made/needed?

Determine the times/days that preparing, filming, and striking will take place as specifically as possible while allowing for weather conditions. It is common for a production company to have changes in their schedule, but these must be mutually agreeable.

4. **Discuss any environmental issues** applicable to your park and area: wetlands, eagle nests, petroglyphs, rare or endangered species, etc. and historic objects, sites, buildings, and landscapes.
5. **Determine** if there will be **impact on park users, facilities or resources**; stopping traffic (foot or vehicle), use of power outlets, damage to grass/trails by equipment or heavy use, etc.
6. Determine if any **other** agency or **agencies** will need to be contacted regarding the filming activity (permits may be required).
7. Determine **cleanup** requirements and when it is to be completed.



## WASHINGTON STATE PARKS & RECREATION COMMISSION --PROCEDURE FOR FILMING IN STATE PARKS--

### APPLICANT

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The usual procedure for filming in our parks is as follows:

1. Contact the Region Program and Services (P&S) Manager to discuss the filming activity you have planned. The Region P&S Manager will provide an information packet to the film production company. The P&S Manager will also discuss the proposed photo shoot with the Park Manager/Ranger at this time in order to give park staff an opportunity to provide input on the park and staff availability for the proposal. The film production company will complete the application form and return it to the Region P&S Manager.
2. The film production company initiates an insurance binder with their insurance company listing Washington State Parks and Recreation Commission as 'ADDITIONALLY INSURED' for a minimum of \$1,000,000 for the period of the filming and have it sent to Region Headquarters: ATTENTION - Region P&S Manager - **List park and dates of filming in 'description' section of insurance binder.** Some filming activities may require additional coverage.
3. The **application fee** is \$100 if submitted more than 7 days in advance of filming date or \$200 if less than 7 days in advance. **A site location fee** is also charged based on filming activity and its impact to the park and public. Fees will be sent to the Region P&S Manager.
4. After approving the application, the Region P&S Manager will send the application to Olympia Headquarters for final review and approval. Approved copies are returned to the Region P&S Manager. At that time, copies of the approved application is sent to the Park Manager where the filming will take place.
5. Any restrictions to the filming will be noted by those reviewing the application and must be observed throughout the filming activity.
6. An 'Approved' application becomes the permit and is issued only if all requirements have been met and all signatures obtained. When the Park Manager approves the application, a copy will be kept for the park files and copies will be sent to the requesting film company and Olympia Headquarters. The original will be returned to the Region P&S Manager.  
**No filming can take place without an approved film permit.**

Frequently the time frame is too short to allow this full process by mail. Seven working days are preferred, if possible, but the use of faxes and express mail services is permitted in order to accommodate short turnaround times. The filming company will be responsible for the faxing in some instances. To ensure a successful completion of the project, it is important to stay in close telephone contact.



## FILMING SITE LOCATION FEES

<b>STILL &amp; VIDEO PHOTOGRAPHY</b>	1-2 photo staff 1-2 vehicles	No site location fee. Application fee only. Permit may be issued for up to one year prior to photography.	
<b>STILL &amp; VIDEO PHOTOGRAPHY AND COMMERCIALS</b>	<b><u>\$200/DAY*</u></b> 3-8 photo staff 3-5 vehicles	<b><u>\$250/DAY*</u></b> 8-20 photo Staff 3-8 vehicles	<b><u>\$350/DAY*</u></b> Over 20 persons Over 8 vehicles
<b>TV MOVIE/EPISODE, SPECIALTY PRODUCTIONS, FEATURE FILMS</b>	<b><u>\$300/DAY*</u></b> 8-20 photo staff 5-10 vehicles	<b><u>\$350/DAY*</u></b> 20-30 photo staff 5-20 vehicles	<b><u>\$700/DAY*</u></b> Over 30 persons Over 15 vehicles

\* Higher impact fees may be negotiated depending on degree of disruption of normal park use and activities.

Site Location Fees will be charged whenever the filming activity requires a film permit that gives exclusive use of an area of a park to a film maker and/or excludes an area of a park from normal public recreational use for an identifiable period of time. A permit will be issued for a period of time that is adequate for set-up, filming and take down with allowances for inclement weather. Site location fees will be charged only for the set-up, filming, and take down time during which the film maker is on site. If the activity takes more time than projected by the film maker, that time will be charged at the 'filming' rate.

Criteria to be considered when establishing a fee includes:

- period of time for set up, filming, and cleanup
- magnitude of the filming activity to include size of crew, number of vehicles, size of area to be used, magnitude of impact on normal public use of the park
- uniqueness of the resource
- existing facility use charges
- damage to park resources
- other unique to filming project



**NOTE:** COMPLETED FORM MUST BE RETURNED TO THE PARK MANAGER WHEN APPROVED, THIS DOCUMENT BECOMES THE FILM PERMIT

FILMING DATE	TITLE OF PROJECT		
NAME OF PRODUCTION COMPANY			
PERMANENT COMPANY ADDRESS			
CITY, STATE, ZIP			
PERMANENT COMPANY TELEPHONE		FAX	
PRODUCER		PHONE	
PRODUCTION MANAGER		PHONE	
LOCATION MANAGER		PHONE	

#### TYPE OF PRODUCTION

- |   |                                     |                                     |  |
|---|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> Feature Film   | <input type="checkbox"/> Television | <input type="checkbox"/> Commercial | <input type="checkbox"/> Catalog Photography |
| <input type="checkbox"/> Public Service | <input type="checkbox"/> Video      | <input type="checkbox"/> Training   | <input type="checkbox"/> Still Photography   |

#### PRODUCTION DETAILS

Production Schedule

Proposed location (s) of production (include any public access restrictions)

Proposed Staging Area

General description of script or content of production (please attach copy of the script)

#### LIST TWO RECENT SITE REFERENCES

LOCATION	LOCATION
CONTACT	CONTACT
PHONE NUMBER	PHONE NUMBER

## GENERAL CONDITIONS OF FILMING IN WASHINGTON STATE PARKS

Washington Administrative Code 352-74-060 states in part: All applicants shall agree to film in a manner which

- |  |  |
|--|--|
| 1) is compatible with the activities of park visitors;                           | 6) is not inconsistent in the judgment of the Director with the purposes for, or conditions on which, the property where the filming is to take place was acquired; and      |
| 2) will not damage facilities or resources or interfere with park operations;    |  |
| 3) will not disrupt wildlife;  |  |
| 4) will not imply the endorsement of the Commission for the content of the film; | 7) will conform with all the applicable statutes, rules, policies, and procedures of the Commission, and the instructions of the Commission staff who supervise the filming. |
| 5) will acknowledge the cooperation of the Commission;                           |  |

## AGREEMENT

I, the undersigned, and the organization which I represent, will comply with the rules and procedures of the Washington State Parks and Recreation Commission on filming. By signature below, I hereby acknowledge understanding and acceptance of the terms and conditions of this permit, including the additional conditions appended hereto, and agree to comply with State Parks orders in administration of said permit requirements.

ORGANIZATION (TYPED OR PRINTED)

TITLE

SIGNATURE

DATE

## APPROVAL

By signature below, State Parks does hereby grant this Film Permit, Subject to the terms and conditions as set forth above and accepted by the Permittee.

BY

DATE

TITLE

MAKE CHECK PAYABLE TO: **WASHINGTON STATE PARKS**

NOTE: APPLICATION FEE IS \$100. APPLICATION FEE IS INCREASED TO \$200 IF APPLICATION IS RECEIVED LESS THAN 7 DAYS PRIOR TO FILMING.

APPLICATION FEE

SITE FEE

INSURANCE BINDER ATTACHED ☐ YES ☐ NO

- |  |
|--|
| <input type="checkbox"/> Application fee Paid \$ _____     |
| <input type="checkbox"/> Site Fee Paid \$ _____            |
| <input type="checkbox"/> Damage Deposit Paid \$ _____      |
| <input type="checkbox"/> Certificate of Insurance Attached |





WASHINGTON STATE PARKS & RECREATION COMMISSION  
PARTNERSHIPS AND COMMUNITY SERVICE CENTER

## PERMIT REVIEW

### 1. PARK MANAGER

PARK FACILITIES REQUIRED DURING FILMING

ANTICIPATED IMPACT ON OTHER PARK USE

ANTICIPATED POSSIBILITY OF DAMAGE TO PARK FACILITIES AND/OR RESOURCES

POSSIBILITY FOR DISRUPTION OF WILDLIFE

ANTICIPATED IMPACT ON STAFF TIME

ADDITIONAL COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY)

- ☐ Recommend Approval  
☐ Recommend Disapproval

SIGNATURE

DATE

### 2. REGION MANAGER, REGIONAL PROGRAMS AND SERVICE MANAGER OR DESIGNEE

- ☐ Recommend Approval  
☐ Recommend disapproval for following reasons:  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Approved (list conditions, if any, and sign permit):  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE

DATE

### 3. ENVIRONMENTAL COORDINATOR

- ☐ Recommend approval in accordance with recommendations of Region P&S Manager  
☐ Recommend approval in accordance with recommendations of Region P&S Manager except for the following:  
\_\_\_\_\_  
☐ Recommend disapproval for following reasons:  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE

DATE

### 4. CHIEF, PROGRAMS AND SERVICES OR DESIGNEE

- ☐ Recommend approval in accordance with recommendations of Region P&S Manager  
☐ Recommend approval in accordance with recommendations of Region P&S Manager except for the following:  
\_\_\_\_\_  
☐ Recommend disapproval for following reasons:  
\_\_\_\_\_  
☐ Approved (list conditions, if any, and sign permit):  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE

DATE



## **ADDITIONAL CONDITIONS**

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### **RESTRICTED ACTIVITIES:**

The following are restricted and must be approved in advance by State Parks: (1) use of animals or children, (2) discharge of blank ammunition, (3) mechanical or pyrotechnic special effects, (4) stunts, (5) amplified music, (6) placing of large set dressings, (7) filming or photography within interiors of State Parks employee housing or administrative work areas. Generators may not be placed within 100 feet of residences or occupied buildings.

### **PROHIBITED ACTIVITIES:**

Activities having the potential to significantly impact, alter or damage park resources are prohibited. The following are also prohibited: (1) altering, damaging or removing vegetation, (2) vehicle use off established roads and parking areas, (3) use of insecticides, herbicides and pesticides, (4) loud noises 160 decibels or higher, between 11:00 p.m. and 6:30 a.m., (5) smoking in buildings, on boardwalks or in vegetated areas, (6) disrobing in public or nudity, (7) use of meadow areas except on trails or already disturbed areas as determined by State Parks, not the Permittee, (8) harassment of wildlife (filming of wildlife is permitted if there is no disturbance, feeding, teasing, or manipulation of resident or free-roaming animals). The use of domesticated dogs and cats is permitted if humane treatment is accorded the animal at all times and State Park regulations are strictly observed. For example, domesticated animals must be under physical control at all times. Wildlife captured elsewhere may not be used in any in-park filming, whether trained or not. Animals may not be tethered to trees at any time.

### **FILMING FEES:**

The Permittee has paid an application fee for this permit. In addition to the application fee, designated site fees (copy attached) are due and payable to State Parks upon signature of this permit.

### **BONDS AND DAMAGE DEPOSITS:**

State Parks may require the permittee to post a bond or damage deposit payable to State Parks in an amount sufficient to cover any damages to park resources or facilities that may occur during filming.

### **DISRUPTION OF VISITOR ACTIVITIES:**

Filming activities may not unduly conflict with visitor use or experience in the park. The public shall be informed, at the Permittee's expense, of any unusual or long-term closure or delay expected due to the filming activity. The Permittee should avoid filming in high public use areas and on weekends and holidays. The Permittee understands that this permit may be canceled for those locations that are subject to intensive public use, or if filming is scheduled during busy weekend and holiday dates. To the extent possible, the public must be allowed to view production activities.

## **SET CONSTRUCTION:**

Set construction must be approved in advance by State Parks' representative, and plans and drawings may be required. Sets may be constructed on highly disturbed areas (i.e. parking areas, road turnouts, etc.). Undisturbed areas may be used, provided all materials and equipment are hand carried to the site, no vehicles are used, and the area is returned to its original condition following filming. No foundations may be poured, and structures must be self-supporting.

## **CLOSURES:**

The Permittee is not allowed to conduct activities or have access to areas not generally accessible to the general public, unless specific written approval is received from State Parks. No filming will be permitted during periods of extreme weather conditions, fire danger or fire closure.

## **STATE PARKS LOGO:**

The logo of the Washington State Parks and Recreation Commission is a registered trademark. If the Permittee wishes to use the State Parks logo, written permission of State Parks is required. This shall not be construed to prohibit incidental filming of the logo, except where that filming is for advertising, promotional or commercial purposes. Incidental filming includes casual appearance of the logo, as on the shoulder patch of a uniformed employee, a State Parks vehicle or an entrance or similar sign.

## **USE OF AIRCRAFT:**

Aircraft may not land in any park area without the express written permission of State Parks. The use of aircraft in connection with filming may require a Certificate of Waiver issued by the Federal Aviation Administration, granting a waiver of FAR 91.119(b) and (c), Minimum Safe Altitude. The Permittee should determine the need for this waiver prior to applying for a permit. If a waiver is required, a copy of the waiver and the Motion Picture and Television Flight Operations Manual must be provided to State Parks. Use of helicopters requires an additional cash deposit as determined by State Parks. All other requirements of State Parks' regulations regarding use of aircraft must be complied with.

## **NATURAL AND CULTURAL RESOURCES:**

Geological and archaeological resources must not be disturbed. No materials, adhesives, paints, etc. may be used on any of these park resources. Any rocks, sand, or other material that is needed for production must be brought onto the set and then removed after the shoot, by the Permittee. No devices may be driven into the rocks, or cliff areas. Any damage to park resources may result in closing the area to future filming.

## **CLEAN UP:**

All shooting locations, storage areas, etc. are to be cleared of all equipment, props and trash and returned to their original condition to the satisfaction of the monitoring State Parks' representative following completion of filming. Major sets may receive extensions on clean up times based on the judgment of State Parks' representative. All garbage and debris, including any animal feces, must be removed from the park and properly disposed of upon completion of each day's shooting. Film companies will provide and utilize their own trash receptacles. It is the Permittee's responsibility to inform contracted companies (caterers, etc.) of these requirements.

**SECURITY:**

The Permittee may, at Permittee's expense, provide security guards for site locations and storage areas. If State Parks' personnel are used for providing security or traffic control; the Permittee will be responsible for the costs of staff time involved. Non-commissioned security personnel may not be in possession of firearms on State Parks' property. Authorized and uniformed law enforcement officers (rangers, police, sheriff, state patrol) will be allowed to carry firearms. Public access to the set, storage and staging areas may be restricted as determined by State Parks' representative. The Permittee will provide signs explaining that filming is underway, and will also provide barricade tape as necessary for the safety of the public.

**MOTOR VEHICLES:**

The Permittee agrees to abide by all motor vehicle laws of the state of Washington.

**INSURANCE:**

The Permittee agrees to provide a certificate of insurance in the amount of \$1,000,000 general liability and \$1,000,000 personal injury naming State Parks as an additional insured. The Permittee shall provide to State Parks a copy of the certificate of insurance evidencing such coverage prior to filming. Should claims arise which result in an award in excess of \$1,000,000, the Permittee shall be wholly responsible for the amount of the excess.

**ILLEGAL DISCRIMINATION:**

The Permittee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Chapter 49.60, Revised Code of Washington; and Title I of the Americans with Disabilities Act (42 USC 12111-12117), as now or hereafter amended. The Permittee shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and disabled veterans status, or the presence of any sensory, mental, or physical handicap.

**PERMIT ASSIGNMENT:**

This permit is non-transferable and non-assignable. Any attempt to transfer or assign an issued permit shall cause immediate cancellation of the permit.

**WAIVER OF RIGHTS:**

State Parks' failure to insist upon the strict performance of any provision of this permit or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this permit.

**HOLD HARMLESS:**

It is understood and agreed by State Parks and the Permittee that this permit is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this permit. Each party hereto agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, or hold the other party harmless for any such liability. In the case of negligence of both State Parks and the Permittee, any

**HOLD HARMLESS (continued):**

damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

**SUSPENSION OF FILMING:**

State Parks reserves the right to suspend production if, in the opinion of State Parks' representative, there appears to be abuse of or a likelihood of damage to any of the properties, road surfaces, or facilities of State Parks.

**CANCELLATION OF PERMIT:**

The Permittee, by signature of this permit, agrees that State Parks may cancel this permit for any of the following reasons: (1) if there is clear danger to public health and safety; (2) if, in the opinion of State Parks' representative, the filming activity requested represents an unreasonable threat to park resources, facilities, or wildlife; (3) if it is determined that supervisory requirements for the proposed filming project will place unreasonable burdens on staff capacity, irrespective of the Permittee's willingness to pay supervisory costs; (4) if the proposed filming would unduly conflict with visitors' normal use of the park; (5) if film-makers enter areas closed to the general visiting public, or allow activities not permitted to the average visitor except for cooperative activities as an agent of State Parks.

This permit may also be canceled by State Parks without notice if the terms of the permit are violated. Deliberate infractions of the terms of the filming permit or the deliberate making of false or misleading statements concerning intended actions in order to obtain a permit are causes for immediate cancellation of the permit and cause for possible prosecution. The permit may be canceled by State Parks if the location is changed and/or expanded without the written permission of State Parks.

Reimbursement for services performed by State Parks and not otherwise paid for by the Permittee prior to the effective date of such cancellation shall be as State Parks reasonably determines.

**GOVERNING LAW:**

This permit shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. Venue of any suit between the parties arising out of this permit shall be the Superior Court of Thurston County, Washington.

**SEVERABILITY:**

In the event any term or condition of this permit or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this permit which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this permit are declared severable.